

1 the more shortcomings appear.

2 Q: COULD YOU PROVIDE A MORE SPECIFIC EXAMPLE?

3 To put this in a more concrete fashion, one could get the false impression from
4 reading Ameritech's documentation that a variety of features and functions are
5 supported by its OSS. However, once a CLEC begins to process transactions,
6 serious shortcomings emerge. For example, Ameritech makes the broad statement
7 that its ordering systems support "hunting" through EDI. (Hunting is the order in
8 which incoming calls are distributed among the lines of a multi-line customer.) This
9 statement is only partially true, however. In fact, Ameritech's automated ordering
10 systems support only one of the many types of hunting, i.e., serial hunting. All
11 other types of hunting, e.g. circular hunting, must be ordered via facsimile.
12 Ameritech has provided no date as to when all types of hunting will be supported
13 through its automated ordering systems.

14 Ameritech also claims that it supports the ordering of trunks through EDI.
15 MCI has been asking for over two months on how we could do this through EDI,
16 however, Ameritech has yet to provide any details on how that is to be done. The
17 slow response leads me to suspect that Ameritech is not actually very far along in
18 developing any kind of mechanized process for ordering trunks. And to make
19 matters worse, Ameritech has provided very little information to MCI with respect to
20 this issue. This lack of information will cause significant delay in MCI's ability to
21 develop its own side of this product. There are other examples where Ameritech has

1 overstated its readiness. MCI's tests of Ameritech's OSS systems in non-commercial
2 trials (that is, tests without real "live" customers), reveal precisely what one would
3 expect at this early stage of development: that Ameritech's systems are riddled with
4 errors. They simply do not work as advertised. The Commission should not,
5 therefore, rely on Ameritech's assurances and self-serving evaluation of its systems.

6 Q: IN REBUTTING AT&T'S TESTIMONY, MR. ROGERS SUGGESTS THAT
7 PROBLEMS EXPERIENCED BY CLECS ARE NOT DUE TO DESIGN FLAWS
8 ON AMERITECH'S SIDE OF THE INTERFACE, BUT ARE RATHER DUE TO
9 ERRORS BY THE CLECS. DO YOU AGREE?

10 A: No. One of the most fundamental design flaws in Ameritech's system is its
11 fragility, i.e., its intolerance for errors. Worse yet, Ameritech's systems are poorly
12 designed and are unable to recognize errors on either side.

13 For example, through MCI's testing process for the resale ordering system,
14 we have discovered that in some cases Ameritech notified us that a job was
15 complete before the work was actually completed. As Ameritech has explained the
16 design of its system to me, there are two major steps involved with a resale order:
17 the "ordering piece" and the "drop to billing piece." As I understand the design of
18 Ameritech's system, the ordering piece performs all of the work that needs to be
19 done at the switch (if any). The billing piece changes the billing name of the
20 account and makes the end-user account invisible to the retail side of Ameritech.
21 Ameritech gives us a "complete" once the ordering piece is done, without waiting
22 until the order has successfully navigated the change in Ameritech's billing systems.

1 As we found out with our testing, orders have errored out in the drop to billing
2 procedure, *after MCI was notified that the job was successfully completed*. MCI was
3 never made aware of the subsequent error at the billing change stage. Why does
4 this concern me? In this situation, both companies think the customer belongs to
5 them. The retail side of Ameritech has full visibility to the customer's account and
6 has no idea that the customer now belongs to another carrier. The customer could
7 potentially receive bills from both companies for the same period of time. This will
8 create confusion on the part of the customer, increase customer service calls to MCI,
9 and potentially damage MCI's name in the marketplace. To me, this signals a
10 significant design flaw in Ameritech's system if an error that is not detected until
11 further down in the process can cause a customer to be billed by multiple carriers.

12 Ameritech's systems are also deficient in their ability to detect and respond to
13 any problems. During our technical trial, one MCI order took 3 weeks to fully make
14 it through Ameritech's system, and worse, Ameritech had no idea that the order had
15 errored out until informed of this fact by MCI. Similarly, one of our employee test
16 orders, which Ameritech had given a February 20 completion date, has yet to be
17 properly completed, at least as of March 28. Again, MCI had to inform Ameritech
18 that the order had not even successfully made it through Ameritech's system, let
19 alone that the February 20 completion date had not been met.

20 In considering the key question of commercial readiness, the Commission

1 should keep in mind that while MCI has been able to track this relatively small
2 amount of orders during testing, despite the defects in Ameritech's systems, it will
3 be next to impossible for MCI or any CLEC to keep ahead of false "complete"
4 reports from Ameritech, as well as other problems, once sales volumes reach
5 commercially significant levels.

6 Q: AMERITECH APPEARS TO AGREE WITH MCI'S INITIAL TESTIMONY THAT
7 THE ILEC SHOULD IMPLEMENT INTERFACES WHICH CONFORM TO
8 NATIONAL STANDARDS (Rogers Rebuttal at pp. 5-6). HAS AMERITECH MET
9 THIS COMMITMENT IN PRACTICE?

10 A: No. For example, the pre-ordering interface being put into place by Ameritech
11 utilizes what is known as EDI via EAP. Since November 1996, the Electronic
12 Communications Implementation Committee (ECIC) has been evaluating interim
13 alternatives to Electronic Bonding for Pre-Ordering. This was a result of the long
14 time frames (1-2 years) to develop Electronic Bonding solutions. On March 7,
15 1997, the ECIC presented its findings from the voting members regarding the five
16 alternatives that were submitted for interim pre-ordering standards:

Technology	Description	Votes
EDI via TCP/IP	GTE Proposal	25
CORBA	New Object Oriented Technology	14
EC-Lite	AT&T Proprietary Technology	13
EDI via EAP	GE Information Systems Solution	7
EIF	Nynex Proprietary Format	5

1 As you can see, EDI via TCP/IP was adopted as the ECIC endorsed interim
2 transport technology for Pre-Order. It had greater than a 2:1 margin of support over
3 any other technology and can be implemented at both low cost and such that it is
4 nearly interactive (about 5-10 second response time). The Ameritech proposed
5 technology was EDI via EAP that is being developed by GE Information Systems,
6 and was outvoted by more than 3:1.

7 Despite the overwhelming rejection of the GEIS system by the rest of the
8 industry, Ameritech continues to adhere to it. Moreover, I am informed that
9 Ameritech does not consider its GEIS EAP pre-ordering system to be an interim
10 solution, but intends to use it in the long term, notwithstanding the fact that
11 electronic bonding is a far superior system (albeit slower to develop). If I am
12 mistaken on Ameritech's plan -- and I hope that I am -- I trust that Ameritech will
13 provide clarification on this point.

14 Q: DOES THIS CONCLUDE YOUR TESTIMONY?

15 A: This concludes my testimony at this time.

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1 BEFORE THE PUBLIC UTILITIES COMMISSION

2 IN AND FOR THE STATE OF CALIFORNIA

3 -- o0o --

4 MCI TELECOMMUNICATIONS CORPORATION,
Complainant,

5 vs. NO. 96-12-026

6 PACIFIC BELL AND PACIFIC BELL COMMUNICATIONS,
Defendants.

7

8 AT&T COMMUNICATIONS OF CALIFORNIA, INC.
Complainant,

9 vs. NO. 96-12-044

10 PACIFIC BELL,
Defendant.

11 _____ //

12

13

14 DEPOSITION OF CARYN D. MOIR

15 March 13, 1997

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18 REPORTED BY:
SANDRA L. CARRANZA, CSR NO. 7062, RPR

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0002

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2 DEPOSITION OF CARYN D. MOIR

3

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15 — o0o —

16

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0003

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2

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22

23 — o0o —

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0004

1 BE IT REMEMBERED THAT, pursuant to

2 Notice of Taking Deposition and on Thursday, March 13,

3 1997, commencing at the hour of 10:00 a.m., before me,

4 SANDRA L. CARRANZA, CSR NO. 7062, RPR, there personally

5 appeared

6

7

CARYN D. MOIR,

8

9 called as a witness by the Complainants, who, having been
10 first duly sworn, was examined and testified as
11 hereinafter set forth.

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0005

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CARYN D. MOIR

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having been duly sworn, testified as follows:

3

4

EXAMINATION BY MR. ETTINGER

5

MR. ETTINGER: Q. Good morning. Why don't you

6 state your name for the record and spell it for the court

7 reporter, and also give your business address.

8

A. My name is Caryn Moir, spelled C-a-r-y-n, last

9 name, M as in Mary, o-i-r, Moir. My business address is
10 370 Third Street, Room 401, here in San Francisco, 94107.

11 Q. Good morning, Ms. Moir. My name is William
12 Ettinger. I represent AT&T, the complainant in Docket
13 9612044. I will let the other attorneys introduce
14 themselves.

15 MR. McDONALD: Thomas McDonald. I represent MCI
16 in the companion case.

17 MR. KOLTO-WININGER: Ed Kolto-Wininger,
18 representing the witness, Caryn Moir, and Pacific Bell.

19 MR. ETTINGER: Thank you.

20 Q. Ms. Moir, before we begin, have you ever had
21 your deposition taken before?

22 A. No.

23 Q. Have you ever testified in a court -- have you
24 ever testified in a court or commission case?

25 A. No.

0006

1 Q. Just so that you are familiar with what's going
2 on here, your testimony today is under oath, and it's
3 going to be taken down by the court reporter. And you
4 have to answer all the questions verbally, so that the
5 court reporter can take them down.

6 A. Yes.

7 Q. Okay. Would you tell us what your present
8 position is with Pacific Bell.

9 A. I am a director on the AT&T account team.

10 MR. ETTINGER: Excuse me one second.

11 (Discussion off the record.)

12 MR. ETTINGER: Just for the record, Evelyn Lee
13 of MCI, attorney, has joined us.

14 Q. Your position is a director for the AT&T market?

15 A. I am a director on the AT&T account team.

16 Q. And how long have you held that position?

17 A. Since March 16th, 1996.

18 Q. Maybe you could identify some individuals at
19 Pacific Bell for me and what their positions are, in
20 relation to your position -- in relation to what, I
21 believe, is called the industry markets group.

22 Are you familiar with an individual by the name
23 of Janette Corby, C-o-r-b-y?

24 A. Janette Corby is my boss. She is the vice
25 president of the AT&T account team.
0007

1 Q. And an individual named Jerold Sinn, S-i-n-n?

2 A. Also vice president in industry market, and he
3 is Janette's peer.

4 Q. And what is his function, to the extent you know
5 it?

6 A. He is, where we are responsible for customer
7 interface management, he is responsible for operational
8 issues, such as our business offices.

9 Q. How about Ms. Elizabeth Fetter, F-e-t-t-e-r?

10 A. Janette and Jerry's boss. She is the president
11 of industry markets group.

12 Q. And Mr. John Stankey?

13 A. John Stankey also works for Liz. He is vice
14 president. He is responsible for the LISC.

15 Q. Now, has Mr. Stankey -- when did he assume that
16 responsibility for the LISC?

17 A. January 16th, 1997.

18 Q. And prior to that time, was that Mr. Sinn's
19 responsibility?

20 A. Yes.

21 Q. When did Mr. Sinn first get that responsibility,
22 to your knowledge, if you know? And you can estimate
23 this. I am not looking for a precise date.

24 A. Jerry has been in -- to be very clear, Jerry has
25 been in his title for quite some time. He assumed the
0008
1 responsibilities for the development of the LISC, at the
2 time that we began developing local service resale. So I
3 don't know when the first negotiations began, but it would
4 have been at that time.

5 Q. So pretty much from the beginning, it was under
6 Mr. Sinn's responsibility until January of this year?

7 A. To my knowledge, yes.

8 Q. When Mr. Stankey took over that responsibility?

9 A. Yes.

10 Q. Is it fair to say that some of Mr. -- Mr. Sinn
11 is still a vice president in the industry markets group?

12 A. Yes.

13 Q. So, basically, his responsibilities were sort of
14 split up, and Mr. Stankey took some of them, and some of

15 them Mr. Stankey kept. Is that a fair characterization?

16 A. Jerry's responsibilities were split, yes, to
17 provide more focus on a very critical part of our
18 organization.

19 Q. Finally, do you know an individual named -- or
20 do you know who an individual, Thomas O. Moulton,
21 M-o-u-l-t-o-n, is?

22 A. Yes. He is an employee of Telesis. He is an
23 employee of government relations.

24 Q. He is located in Washington, DC?

25 A. He has two offices, one is here in San Francisco
0009
1 and one is in Washington.

2 Q. I want to turn your attention to your job as the
3 director of the AT&T account industry markets.

4 Does that have to do with all services that AT&T
5 purchases from Pacific, or just resale of local service?

6 A. My job is -- I am responsible for development of
7 service for AT&T in the access resale, to some extent,
8 exchange markets. I am not responsible for the unbundled
9 network elements or facilities-based activity.

10 Q. So your responsibility is basically -- the main
11 products that you would sell to AT&T would be access for
12 completion of long distance calls and local service for
13 purposes of resale?

14 A. Yes.

15 Q. And in doing that, who are your major clients at
16 AT&T that you interface with?

17 A. I interface with primarily Mary Ann Collier and
18 her organization, Gary Rall, Carl Hunt and Lois Hedgpeth
19 organization, Steve Huels. Bob Ulrich has also been a
20 customer contact, although I don't deal with him on a
21 regular basis at this time.

22 Q. That is for both access and --

23 A. Yes.

24 Q. -- resale of local service?

25 A. Yes.

0010

1 Q. I want to focus now on resale, AT&T's attempts
2 to buy local service from Pacific and your functions in
3 being the contact person for that.

4 When did you start working on -- let me back up
5 a minute.

6 Presumably, you were working on your job in
7 selling access services to AT&T even before local service
8 became available for resale; is that correct?

9 A. That's close. I started on March 16th, 1996.

10 Obviously -- for example, the Federal Telecom Act had
11 already been signed into effect, so from the day I started
12 into this job, I had had a component of resale as a focus
13 item.

14 Q. So, basically, resale of local service was an
15 issue, or a subject of your relationship with AT&T, from
16 the beginning of your job?

17 A. Yes.

18 Q. And what aspects of resale of local service did

19 you focus on, or are you responsible for all aspects?

20 A. My priority, first of all, is to ensure AT&T's
21 success. That is my business objective in the local
22 market. To that end, I have, over time, been responsible
23 for both the development of products, and that includes
24 tariffing and policy, and service issues on behalf of
25 AT&T. And I say that over time because there has been a
0011
1 change in structure as this is going on.

2 Q. I understand that, and in answering the
3 question -- if I ask you a broad question that is not
4 pinned down to a certain time period, and the answer is
5 different for different time periods, I'd appreciate it if
6 you try to make that clear.

7 I think we all recognize that the situation has
8 changed over time, and the answer might be different,
9 depending on what time period you are talking about.

10 A. Yes.

11 Q. You're familiar with the acronym, LISC, at
12 Pacific -- that Pacific uses?

13 A. Yes.

14 Q. Maybe you could tell us what that is.

15 A. Local Interconnection Service Center.

16 Q. We will refer to that as the LISC; is that fair?

17 A. Yes.

18 Q. And there's also an acronym, NDM. Is that the
19 Network Data Mover?

20 A. Yes.

21 Q. Finally, the acronym, FOC, and that stands for

22 Firm Order Commitment?

23 A. Yes.

24 Q. Now, at some point in the discussions between

25 AT&T and Pacific about resale of local service, Pacific
0012

1 Bell agreed to a four-hour interval for furthering AT&T

2 with Firm Order Commitments, correct?

3 A. Yes.

4 Q. Do you remember when that was?

5 A. I don't have a personal recollection of it. I

6 know of when it was given. June, apparently, of 1996. I

7 was -- just as a note, I was on maternity leave.

8 Q. So in June of '96, to the best of your

9 knowledge, Pacific agreed with AT&T to provide Firm Order

10 Commitments within four hours?

11 A. Yes.

12 Q. And maybe you could tell us what a Firm Order

13 Commitment is.

14 A. Historically, it is used in the access arena to

15 acknowledge an order, one, and to provide a date, so that

16 you will know when to expect completion of the order. In

17 certain product lines, it is very important to understand

18 that there are facilities available for completion, and it

19 gives us the opportunity to verify that, so that you can

20 communicate with your customers that the order will

21 complete on such and such a date.

22 In the resale environment, it has a slightly

23 different tone. Facilities are typically not an issue,
24 especially in the migration situation, so the idea is to
25 acknowledge your order, so that you can then communicate
0013
1 that to your customer.

2 Q. And you understand the importance to a company
3 like AT&T, as a provider of local service, of receiving
4 Firm Order Commitments?

5 A. Yes.

6 Q. They, in turn, are necessary, in order for the
7 AT&T employees to get back to the ultimate customer some
8 confirmations that their order will be handled within the
9 appropriate time, to give the time that that will occur?

10 THE WITNESS: Can I ask him a question?

11 MR. KOLTO-WININGER: Do you want him to clarify?

12 THE WITNESS: I need a process question for you.

13 I don't know how this normally works, so I don't --

14 MR. ETTINGER: Would you like to go off the
15 record for a second before you answer a question?

16 THE WITNESS: Yes.

17 MR. KOLTO-WININGER: Sure. Let's go off the
18 record.

19 (Discussion off the record.)

20 MR. ETTINGER: Q. Can you answer the question?

21 A. I can't answer the question. I don't
22 necessarily agree.

23 My perception and my understanding of the FOC
24 process is that it is critical in an access arena, and it

25 is less critical in the resale arena. It is a process
0014

1 that we are used to and very comfortable with, and that
2 there are other ways of achieving the same goal. What I
3 do agree with is that you need to communicate with your
4 customer with confidence.

5 Q. When you say your customer, are you talking
6 about AT&T as the customer of Pacific Bell, or the
7 ultimate customer of AT&T?

8 A. The end user customer.

9 Q. I am going to show you a document --
10 Maybe we can have this marked as deposition
11 Exhibit 1, or something. I don't know how you want to do
12 this.

13 MR. KOLTO-WININGER: Let's go off the record for
14 a second.

15 (Discussion off the record.)

16 (Whereupon, Exhibit No. 3 was marked
17 for identification.)

18 MR. ETTINGER: Q. You have before you the
19 document?

20 A. Yes.

21 Q. Why don't you take a second and familiarize
22 yourself with it.

23 A. Okay.

24 Q. That is a letter dated October 22nd, 1996, and
25 purports to be from you to Robert Ulrich of AT&T; is that
0015
1 correct?

2 A. Yes.

3 Q. Is that indeed your signature?

4 A. Yes.

5 Q. And you recollect writing this letter?

6 A. Yes.

7 Q. Did I say the date? It was October 22nd, 1996.

8 At that time, this letter indicates that Pacific
9 had previously made a commitment to have Firm Order
10 Commitments within four hours but was not meeting that
11 commitment, correct?

12 A. Correct.

13 Q. And in fact, you state you were performing far
14 outside this range, and you estimate your current
15 performance is 48 to 72 hours?

16 A. Yes.

17 Q. And you state in that letter that one of the
18 reasons for that was the fully manual process in the LISC.
19 Do you see that?

20 A. Yes.

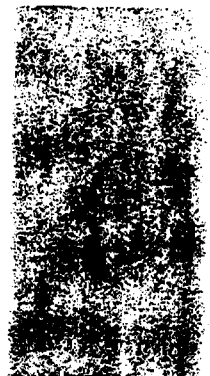
21 Q. What did you mean by that?

22 A. It means that our orders are not systemized,
23 that we were not, from our form of reference, used to
24 being heavily systemized. We did not have the system
25 support, meaning that the orders do not flow through.

0016

1 There's quite a bit of typing, frankly, that needs to be
2 done.

3 Q. And also, it says some issues with the NDM fee.



4 What were those issues, do you remember?

5 A. Yes, I do remember. The NDM feed is a two-way
6 communication between AT&T and ourselves, and we were both
7 experiencing problems in consistency and accuracy.

8 Q. Now, the NDM feed is designed to supplant the
9 fully manual processes; correct?

10 A. No. The NDM feed is strictly a front door
11 between the two of us. Once it enters Pacific Bell, it is
12 typed.

13 Q. So let me understand this. AT&T transmits the
14 information to Pacific Bell via NDM electronically,
15 correct?

16 A. Yes.

17 Q. But when it reaches Pacific Bell -- or rather
18 than going directly in electronic format into Pacific
19 Bell's system, it doesn't do that. It has to be
20 re-entered manually. Is that what you're saying?

21 A. Yes. And at that time, I'd like to make a note
22 that I am not a systems expert. First of all, my job is
23 typically not in the details, but at that time, we were
24 experiencing problems. And the NDM feed, as I recollect,
25 was going to a printer for orders to be printed, and we
0017

1 re-entered them in the appropriate systems within Pacific.

2 Q. That's what you meant by fully manual processes?

3 A. Yes.

4 Q. Do you know if that's changed now, as of today?

5 A. I believe it has. You would need to speak with

6 John Stankey. That is his area of responsibility.

7 Q. Now, later on in that same paragraph, same first
8 paragraph, you indicate you're concerned about this, and
9 you are working with managers in the LISC. Which managers
10 did you have in mind there?

11 A. Ann Long.

12 Q. And Ann Long is the director of the LISC?

13 A. No. She is not the director. At that time, she
14 was not the director of the LISC. She was a second level
15 manager that I was told to work directly with by her boss.

16 Q. And who is that?

17 A. Jeff Phelps.

18 Q. Before we went over who the individuals were,
19 did they report up to Jerry Sinn eventually?

20 A. Jeff Phelps reports to Jerry Sinn.

21 Q. And you also indicate you were working with your
22 systems organization. Who would that be?

23 A. Greg Torretta.

24 Q. And he does or does not report to Jerry Sinn?

25 A. He does not.

0018

1 Q. Is he in a completely separate organization from
2 the industry markets group?

3 A. At that time, he was not.

4 Q. He was not?

5 A. He was not. He was in industry markets.

6 Q. Who is his vice president?

7 A. Joan Brown.

8 Q. I take it, from that statement, that he
9 presently is in a different organization?

10 A. There has been an organizational shift recently,
11 yes.

12 Q. Can you tell me where he presently is, if you
13 know?

14 A. Joan Brown, his vice president, who used to
15 report to Liz Fetter, now reports to Diana Whitehead.

16 Q. Who is Diana Whitehead?

17 A. She is responsible, I believe, for all systems
18 activity, and that is where my knowledge fails me. I
19 don't know who she reports to currently, off the top of my
20 head.

21 Q. Maybe we should make a data request for a
22 Pacific Bell organization chart, but --

23 I want to go on. In your letter, toward the end
24 of that first paragraph, you indicate some of the problems
25 you have identified, and you list four of them, and I want
0019

1 to ask you about each one.

2 First one says, "Universal staffing in the
3 LISC." Would you explain what you mean by that?

4 A. Universal staffing, to my understanding, is a
5 practice that we use when we require flexibility in
6 managing order types, order flow, so you will have one
7 person who knows how to do all things. It's great when
8 you have a broad variety of order types and no particular
9 concentration of anyone or for any one customer. And

10 universal staffing was used in the early development of
11 the LISC to manage an unpredictable, extremely volatile
12 order flow.

13 Q. Has Pacific changed the practice of universal
14 staffing and gone to some other staffing practice?

15 A. I believe that we have focused our employees in
16 the LISC more. To what extent, I don't know.

17 Q. Is there a term for that? Do you refer to it as
18 focused staffing or specialized staffing, or some term
19 that -- term of art that's used?

20 A. I don't know of any one particular. Universal
21 service rep is a standard term in the business. I don't
22 know of any one particular, but you may hear a reference
23 in terms of dedicated. I would caution you to be careful
24 as to what they were dedicated to. Are they order
25 writers, is it a customer, et cetera.

0020

1 Q. I guess I was going to get to that.

2 So a dedicated staff, it could either be
3 dedicated to a certain type of task --

4 A. Uhm-hum.

5 Q. -- or it could be dedicated to a particular
6 large customer?

7 A. Yes, or any other form of dedication where you
8 have a large concentration, where you can gain efficiency
9 by having someone do something over and over again.

10 Q. At that time, I take it, nobody in the staff at
11 the LISC was dedicated either to tasks or to customers?

12 A. To my knowledge, no.

13 Q. And the second problem you list is, "Inadequate
14 staffing in the LISC." Could you explain what you meant
15 by that?

16 A. Not having enough people to work the volumes of
17 orders currently received.

18 Q. Do you know what the staffing was at the time?

19 A. No.

20 Q. Did you have an opinion as to how far from being
21 adequate the staffing was?

22 A. Was I able to quantify that?

23 Q. Either an estimate of, you're very close or a
24 long way away.

25 A. We weren't either in that spectrum. I am sorry
0021

1 to be so general, but I don't have a sense of how many
2 people, primarily because the volumes kept shifting. When
3 you were dealing with a continually evolving volume, it
4 was difficult to say at any one point in time that it's
5 going to take us this much to get anywhere.

6 Q. The next problem before you, that you mentioned,
7 is, "Fully manual order processing." We already discussed
8 that a little bit. Is that basically a repetition of the
9 point you made earlier in the letter?

10 A. Yes, yes.

11 MR. KOLTO-WININGER: You will know where he is
12 going a lot of times, but just so the record is clear and
13 he has an idea of what was said, you will need to let him